

When recorded please return to:

BOARD OF SUPERVISORS

Clerk of the Board
219 East Cherry Ave
Flagstaff, AZ 86001

Official Records of Coconino County
Patty Hansen - Recorder 06/23/2021 04:39 PM
COCONINO COUNTY BOARD OF SUPERVISOR



3919857
Pgs: 11
\$15.00

RESOLUTION NO. 2021-25

**A RESOLUTION OF THE COCONINO COUNTY
BOARD OF SUPERVISORS APPROVING A FINAL PLAT FOR
KACHINA HIGHLANDS PHASE 1 SUBDIVISION**

WHEREAS, the preliminary plat for the 130-lot Kachina Highlands (previously Kachina Village North) subdivision (Case No. SUB-18-002) was approved by the Board of Supervisors on May 15, 2018; and

WHEREAS, an application has been filed for final plat approval for 48-lots of Kachina Highlands Phase 1 subdivision; and

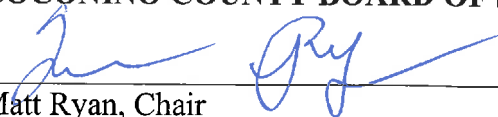
WHEREAS, the final plat conforms to the requirements of the Subdivision Ordinance and meets the conditions of approval;

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors approves the final plat for the Kachina Highlands Phase 1 subdivision.

PASSED AND ADOPTED this 8th day of June 2021.

AYES: 5
NOS: 0
ABSENT: 0

COCONINO COUNTY BOARD OF SUPERVISORS



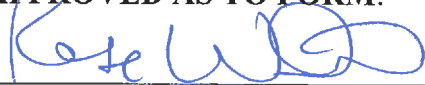
Matt Ryan, Chair

ATTEST:



Lindsay Daley, Clerk of the Board

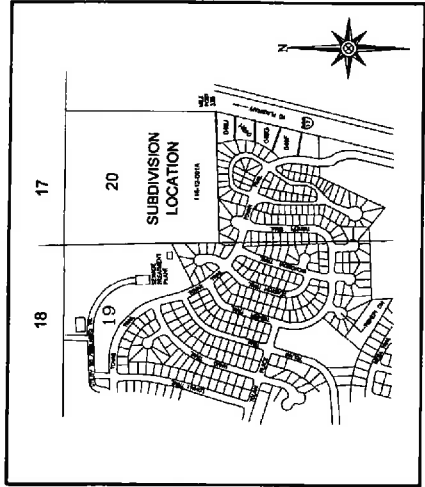
APPROVED AS TO FORM:



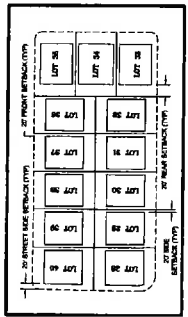
Rose Winkeler, Deputy County Attorney

(SEAL)

KACHINA HIGHLANDS PHASE 1
A SUBDIVISION OF A PORTION OF THE NW 1/4 OF SECTION 20, TOWNSHIP 20 NORTH,
RANGE 7 EAST GILA AND SALT RIVER BASE AND MERIDIAN
COCONINO COUNTY, ARIZONA



VICINITY MAP - NOT TO SCALE



BUILDING SETBACKS - TYPICAL
 20' FRONT SETBACKS
 20' REAR SETBACKS
 20' SIDE SETBACKS
 20' CORNER SETBACKS
 NOTE: DIMENSIONS WILL EMPLOY US CUSTOMER SETBACKS

OWNER AND ADDRESS
 KACHINA HIGHLANDS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
 10000 N. GILBERT AVENUE, SUITE 100
 SCOTTSDALE, ARIZONA 85258

General Note:
 Other Area of Plats 1 - 11, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

NAME: MARK WIRTH
 COUNTY: COCONINO
 DATE: 6-14-21

NAME: Mark Wirth
 COUNTY: COCONINO
 DATE: 6-15-21

NAME: Mark Wirth
 COUNTY: COCONINO
 DATE: 6-14-21

NAME: Mark Wirth
 COUNTY: COCONINO
 DATE: 6-16-21

NAME: Mark Wirth
 COUNTY: COCONINO
 DATE: 6-14-21

NAME: Mark Wirth
 COUNTY: COCONINO
 DATE: 6-16-21

STATE OF ARIZONA
 COUNTY OF COCONINO
 I, Mark Wirth, County Recorder, do hereby certify that the above described plat is a true and correct copy of the original as recorded in my office.

RECORDED IN BOOK 15122 PAGE 1

DATE: 6/14/21



Official Records of Coconino County, Arizona
 1000 N. GILBERT AVENUE, SUITE 100
 SCOTTSDALE, ARIZONA 85258
 (480) 344-2200

Recorded in the Register of:
 COCONINO COUNTY, ARIZONA

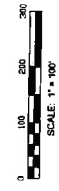
Northland Exploration Surveys, Inc.
 FINAL PLAT
KACHINA HIGHLANDS
PHASE 1
 SITUATED IN SECTION 20, TOWNSHIP 20 NORTH,
 RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA

DATE: June 15, 2021



LEGEND

- Found Corner as Marked
- Found Corner as Marked
- 24" I.C. Plastic Boundary Markers
- 1/2" I.C. Plastic Boundary Markers
- 1/4" I.C. Plastic Boundary Markers
- 1/8" I.C. Plastic Boundary Markers
- 1/16" I.C. Plastic Boundary Markers



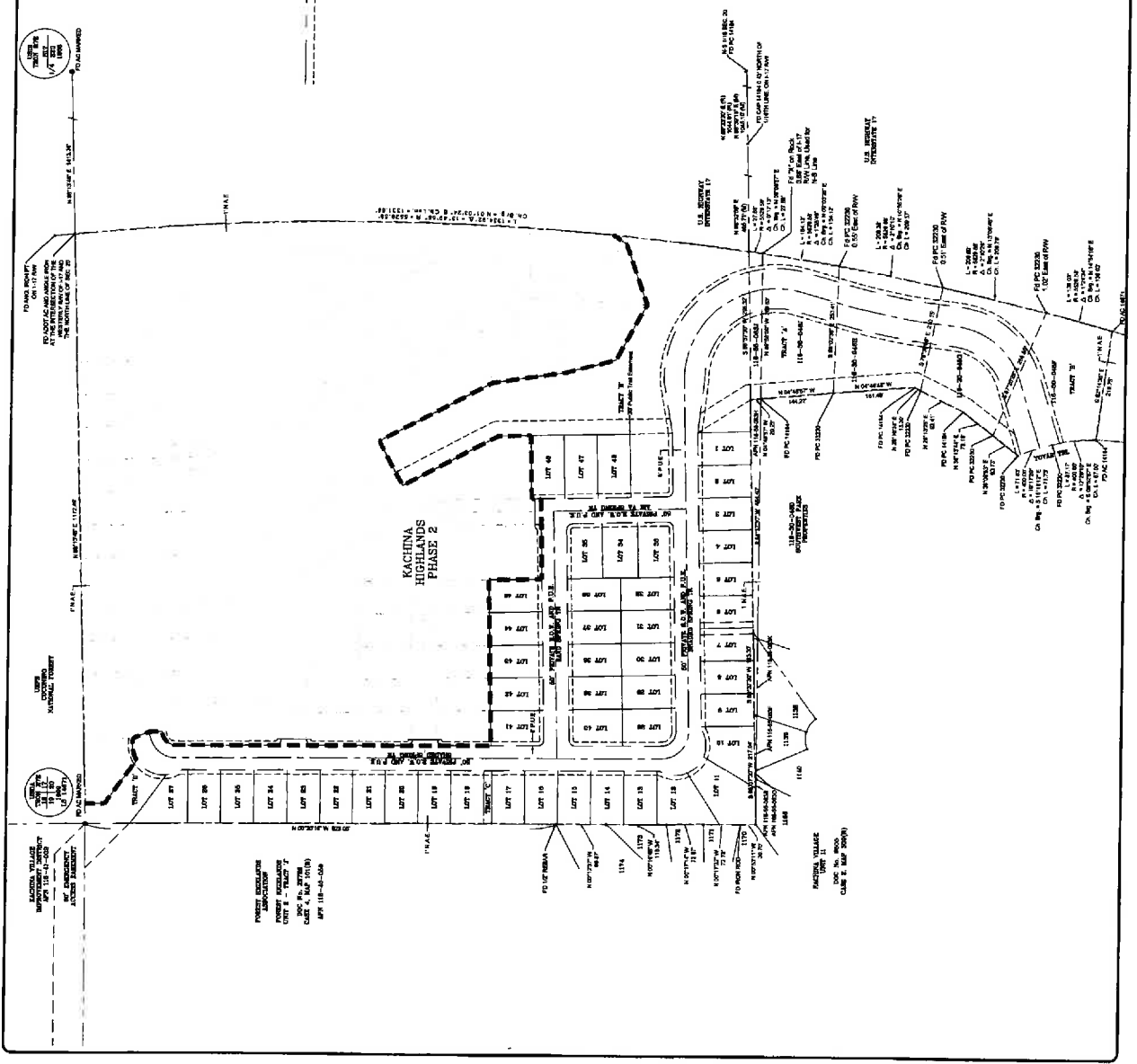
REVISIONS

NO.	DATE	BY	DESCRIPTION
1	06/15/2020	JES	ISSUED FOR PERMIT
2	06/15/2020	JES	ISSUED FOR PERMIT
3	06/15/2020	JES	ISSUED FOR PERMIT
4	06/15/2020	JES	ISSUED FOR PERMIT

Northland Exploration Surveys, Inc.
 FINAL PLAT
 OF
KACHINA HIGHLANDS
 PHASE 1

SITUATED IN SECTIONS 20, 21 AND 22 TOWNSHIP 20 NORTH,
 RANGE 7 EAST, GULF AND GULF MEADOWS MERIDIAN,
 COCKERBURN COUNTY, TENNESSEE

June 15, 2020



PROJECT: KACHINA HIGHLANDS PHASE 2
 COUNTY: COCKERBURN
 CITY: KACHINA
 DATE: 06/15/2020
 BY: JES

KACHINA VILLAGE
 DOC NO. 8900
 CASE # 2009(0)

Applicant:

Kachina 36 NO. 1, L.L.C.,
An Arizona limited liability company (for an undivided 50% interest)

Kachina 36 NO. 2, L.L.C.,
An Arizona limited liability company (for an undivided 25% interest)

Kachina 36 NO. 3, L.L.C.
An Arizona limited liability company (for an undivided 25% interest)

Amount: \$4,777,352.07

Expiration: May 27th, 2022

Beneficiary: Coconino County

Pinnacle Bank is a financial institution subject to regulation by the State of Arizona.

At the request of:

Kachina 36 NO. 1, L.L.C., Kachina 36 NO. 2, L.L.C., and Kachina 36 NO. 3, L.L.C.

We (Pinnacle Bank) do hereby establish our Irrevocable Standby Letter of Credit in favor of Coconino County, a body politic and corporate of the State of Arizona, up to the aggregate amount of \$4,777,352.07, as security for completion of subdivision improvements for Kachina Highlands Subdivision Phase1 located on Interstate 17 and Kachina Parkway in Coconino County, Arizona, as set forth in Exhibit A, Project Engineer's Itemized Cost Estimate, attached hereto and incorporated herein by reference.

This Letter of Credit is to assure the applicant completes the subdivision improvements within the time specified by Coconino County and to the satisfaction of the Coconino County Engineer, and the Board of Supervisors. All subdivision improvements shall be completed in accordance with all applicable Federal, State, and Coconino County laws, statutes, ordinances, regulations, and rules ("Laws").

Any and all portions of the funds available pursuant to this Irrevocable Standby Letter of Credit shall be paid upon the written demand of Coconino County. We hereby engage with you that any draft(s) drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us if presented for payments at Pinnacle Bank, 255 E Sheldon, Ste B, Prescott, AZ 86301. This Irrevocable Letter of Credit shall remain in full force and effect until the subdivision improvements are fully and properly completed as stated above; or until the close of business; (4:00 pm) Arizona time, May 28, 2022. A draft drawn on a portion of funds shall not affect the availability of the balance of funds for further drafts under the terms of this Letter of Credit.

Each draft must bear on its face the clause "Drawn under Pinnacle Bank Letter of Credit No. 3300022172" and accompanied by the following:

Coconino County's certification, signed by the County Manager, stating that the Kachina 36 NO, 1, 2, and 3 LLC, has not completed the subdivision improvements as set forth in the Project Engineer's Itemized Cost Estimate attached to Letter of Credit No. 3300022172 as Exhibit A.

Coconino County need not present any other documentation of any type as a condition of payment.

Excerpt so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit (1993 revision), International Change of Commerce, Publication No. 500."

SIGNATORIES: The letter of Credit is to be signed by the principal officer of the issuing banks, and the signature is to be notarized.

As attested to and approved by:

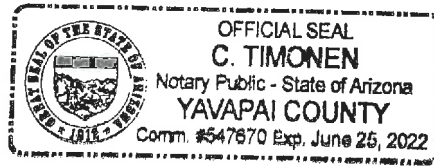
[Signature]
Brad Wright, Market President, Pinnacle Bank

5/28/2021
Date

STATE OF ARIZONA)

) ss.

County of Yavapai)



The foregoing instrument was acknowledged before me this 28th day of May, 2021 by: Brad Wright, Market President, on behalf of Pinnacle Bank, a financial institution in the State of Arizona.

IN WITNESS WHEREOF, I Set my hand and official seal.

My commission expires: 6-25-22 [Signature]
Notary Public

COCONINO COUNTY BOARD OF SUPERIVOSRS

[Signature]

6/15/21
Date Signed:

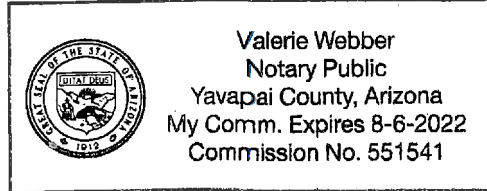
By: Matt Ryan
Date Signed: 6-15-21
Its: Chair Board of Supervisors

STATE OF Arizona)
)ss.
County of: Coconino)

The foregoing instrument was acknowledged before me this 15 day of June, 2021,
By Matt Ryan, Chair,
Coconino County Board of Supervisors, on behalf of Coconino County, a body politic and corporate of
the State of Arizona.

IN WITNESS WHEREOF, I set my hand and official seal.

Valerie Webber



My commission expires:

Notary Public APPROVED AS TO FORM: [Signature]

COCONINO COUNTY ATTORNEY'S OFFICE: [Signature]

By: Rose Winkler Deputy County Attorney

Date 6/16/21 Signed: _____

Exhibit C Date:

IRREVOCABLE STANDBY LETTER OF CREDIT NO. # 3300022172

STATE OF ARIZONA)

) ss.

County of Coconino)

The foregoing instrument was acknowledged before me this 15 day of June, 2021 by Matt Ryan Coconino County Board of Supervisors, on behalf of Coconino County, a body politic and corporate of the State of Arizona.

IN WITNESS WHEREOF, I Set my hand and official seal.

My commission expires:

Valerie Webber
Notary Public



Valerie Webber
Notary Public
Yavapai County, Arizona
My Comm. Expires 8-6-2022
Commission No. 551541

APPROVED AS TO FORM:

6/14/21
Date Signed:

COCONINO COUNTY ATTORNEY'S OFFICE

By: [Signature]
Deputy County Attorney

IRREVOCABLE LETTER OF CREDIT

Borrower: Kachina 36 No. 1, L.L.C.; Kachina 36 No. 2, L.L.C.;
and Kachina 36 No. 3, L.L.C.
220 S River Drive
Tempe, AZ 85281

Lender: Pinnacle Bank
Prescott Branch
255 E. Sheldon St. Suite B
Prescott, AZ 86301
(928) 304-2541

Beneficiary: Coconino County

NO.: 3300022172

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-27-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Seven Hundred Seventy-seven Thousand Three Hundred Fifty-two & 07/100 Dollars (\$777,352.07) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Pinnacle Bank IRREVOCABLE LETTER OF CREDIT NO. 3300022172 DATED 05-27-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Arizona.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

SECURITY INTEREST. This Letter of Credit is secured by Promissory Note No. 3300022172 dated May 27, 2021 in the amount of \$777,352.07.

AUTOMATIC RENEWAL. The term of this Letter of Credit shall be renewed automatically for succeeding twelve month terms unless either Bank or Borrower shall deliver written notice of intent to terminate this Letter of Credit within thirty days of the Expiration Date.

Dated: May 27, 2021

LENDER:

PINNACLE BANK

By: 
Brad Wright, Market President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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